Space Reserved for Recording Information

PREPARED BY AND RETURN TO: Patricia SaintVil-Joseph, Esquire City of Fort Lauderdale 100 N. Andrews Ave Fort Lauderdale, FL 33301

#### SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Purchase Assistance Program Second Mortgage given by Michele Denise Mathis a.k.a. Michele D. Mathis a.k.a. Michele Denise Mathis-Prescott, a.k.a. Michele D. Mathis-Prescott, a married woman (hereinafter "Mortgagor"), dated August 31,2007 and recorded September 10, 2007 in the Official Records Book 44583 of Broward County, Pages 983 – 992, of the Public Records of Broward County, Florida, given to secure the sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00) on the following described properties, situated, lying and being in Broward County, Florida:

Lot 3, FORT LAUDERDALE HOUSING AUTHORITY, according to the Plat thereof, as recorded in Plat Book 174 Page 55, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward county, Florida.

Property Address:

59 SW 20<sup>h</sup> Avenue,

Fort Lauderdale, FL 33312

Mortgagor has satisfied all conditions of the Agreement and Mortgagee does hereby acknowledge satisfaction and discharge of said Second Mortgage and hereby directs cancellation of same of record.

Pursuant to Resolution No. 17-282 adopted by the City Commission of the City of Fort Lauderdale, the City Manager is authorized to execute this Satisfaction of Mortgage on behalf of the City of Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the CITY OF I instrument to be fully executed on this $\c \setminus \c \bigcirc$ day	
Witness signature  Witness name – printed or typed  Witness signature  Mitness signature  Mitness name – printed or typed	Greg Chavarria City Manager
STATE OF FLORIDA COUNTY OF BROWARD  The foregoing instrument was acknowledged presence or online notarization, this /o Chavarria, as City Manager of the City of Fort I the State of Florida.  Notary Public, State of Florida  SHARON K CORYEU  Name of Notary Typed, Printed or Stamped	Tay of <i>COBER</i> , 2023, by Greg
	uced Identification
Approved as to form and correctness: D'Wayne M. Spence, Interim City Attorney  Patricia Saint Vil Joseph, Assistant City Attorney	

Page 2 of 2

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this day of,
2023.
WITNESSES:
Witness Signature Greg Chavarria City Manager
Witness name – printed or typed
Withes Signature
Witness name – printed or typed
STATE OF FLORIDA COUNTY OF BROWARD
The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, thisday of, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.
Notary Public, State of Florida
Name of Notary Typed, Printed or Stamped
Personally KnownOR Produced Identification
Type of Identification Produced
Approved as to form and correctness: D'Wayne M. Spence, Interim City Attorney
Patricia SaintVil Joséph, Assistant City Attorney
Page 2 of 2 Satisfaction of Mortgage City of Fort Lauderdale/MD Mathis -Prescott

## Memo

To:

Sonia Sierra, Paralegal

From:

Angella Walsh, Housing & Community Development

Date:

September 7, 2023

Subject:

Satisfaction of Mortgage - Michele D. Mathis- 549 SW 20 Avenue Michele Denese Mathes .

Michele Mathes Prescott

aka

michele Penese Mathis
michele Denese Mathis
Prescutt.

aka

Fort Lauderdale, FL 33312

Attached please find copy of:

Copy of Participation Agreement

Copy of Recorded 2<sup>nd</sup> Mortgage

Copy of Promissory Note

Continuous Residency Affidavit

Copy of Marriage Certificate

Copy of Driver License

Copy of BCPA

Copy of CAM# 17-1054- Motion Authorizing the Release of Housing Property Liens

This client has satisfied the terms of the agreement and this loan has been forgiven.

Please prepare a Satisfaction of Mortgage and return it to our office for recording. august \$ 31 2007 - notary

Thank you.

Attachments

PREPARED BY
City Attorneys Office
City of Fort Lauderdale
P.O. Box 14250
Fort Lauderdale, Florida 33302

RETURN TO: City of Fort Lauderdale Community Development 1409 NW 6 Street (Sistrunk Blvd.) Fort Lauderdale, FL 33311



INSTR # 107368498
OR BK 44583 Pages 983 - 992
RECORDED 09/10/07 06:07:57
BROWARD COUNTY COMMISSION
DOC STMP-M: \$175.00
INT TAX: 11 \$100.00
DEPUTY CLERK 3075
#3 10 Pages

Space Reserved for Recording Information

#### PURCHASE ASSISTANCE PROGRAM SECOND MORTGAGE

THIS MORTGAGE entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2007, between Michelle D. Mathis, a single woman, hereinafter called, "Mortgagor", and the City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, Florida 33302, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness of SHIP funds in the principal amount of Fifty Thousand Dollars (\$50,000), with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note, hereinafter called "Note", bearing even date herewith, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

ALL that certain lot, piece or parcel of land situate in Broward County, Florida, more particularly described as follows:

Lot 3, FORT LAUDERDALE HOUSING AUTHORITY, according to the Plat thereof, as recorded in Plat Book 174, Page 55, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now on hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

OCT 2 2007

COMMUNITY DEVELOPMENT

MM

(1)

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquaintances therefore, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "mortgaged property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth, all of which shall not be effective unless and until this Mortgage shall not be junior to any prior purchase money mortgage.

AND the Mortgagor further covenants and agrees with the Mortgagee, during the term of this Mortgage, but only unless and until this Mortgage shall not be junior to any prior purchase money mortgage, as follows:

- 1. The Mortgagor shall promptly pay the principal of and interest, if any, on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
- 2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and shall pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
- 3. This Mortgage and Note were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a purchase assistance loan, evidenced by the Note, for the purpose of providing the purchase assistance described or referred to in the Purchase Assistance Program Participation Agreement made and entered into between the Mortgagor and Mortgagee, hereinafter referred to as "Agreement", the same being incorporated herein verbatim and made a specific part of this Mortgage by reference.
- 4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any



building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the mortgaged property in good condition and state of repair and shall not suffer or permit any waste to any part thereof, and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

- 5. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.
- (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage and the Agreement. Unless otherwise required by the Mortgagee, in the Agreement, all such insurances shall be affected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefore required (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee at its option may obtain and pay the premium for every kind of insurance required in the Agreement upon the renewal date and in the amount of such premium required by the Agreement.
- (b) In the event of loss or damage to the mortgaged property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment there under for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby



secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

- 7. The Mortgagor reserves the right to prepay at any time all or any part of the principal and interest, if any, provided in the Note, without the payment of penalties or premiums.
- 8. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Agreement and this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest, if any, and other charges, as provided in the Note, the Mortgagee may, at its option, make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest, if any, thereon from the date of such payment, at the rate provided in the Note, except any payment for which a different rate of interest is specified in the Agreement, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest, if any, thereon shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.
- 9. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the mortgaged property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary.
- 10. The principal amount owing on the Note together with interest, if any, thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage or provided in the Agreement, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as the same now exists or as it may later be amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:



- (a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note, which have become due under the terms of the Agreement, this Mortgage, and the Note.
- (b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this mortgage.
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by or on behalf of, or for the benefit of the Mortgagor.
- (e) The sale, lease, transfer, or disposition of the mortgaged property, or any part thereof, in the manner provided in the Note.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "events of default".

- 11. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.
- 12 (a) After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.
- (b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after



such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, the greater of: an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, if any, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, or an amount to be determined by the Mortgagee based on rents of comparable properties; and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

- 13. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.
- 14. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, shall furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, a statement of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.
- 15. The Mortgagor shall give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof, occurs.
- 16. Notice and demand or request may be made in writing and may be served in person or by mail.
- 17. In case of a foreclosure sale of the mortgaged property, it may be sold in one parcel.
- 18. The Mortgagor shall not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.
- 19. The Mortgagor is lawfully seized, in fee simple title, of the mortgaged property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and shall warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.
- 20. The Mortgagor hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurances, taxes, levies,



assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage

21. This Mortgage and all the covenant, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgage and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein, the singular umber shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

WITNESSES:

Krum Di Mayo

Print Name

Print Name

MORTGAGOR:

Name: Michelle D. Mathis Address: 549 SW 20 Avenue

Fort Lauderdale, FL 33312

STATE OF FLO	RIDA:
COUNTY OF B	ROWARD:

The foregoing instrument was acknowledge fugust, 2007 by Michelle D. Mathis has produced drivers in Conse as identific	, who is personally known to me or
(SEAL)	Signature – Notary Public Notary Public, State of Florida
	Name of Notary Typed, Printed or Stamped
	Commission Expires
	Commission Number



#### CITY OF FORT LAUDERDALE PURCHASE ASSISTANCE PROGRAM

### PARTICIPATION AGREEMENT (New Construction)

THIS PARTICIPATION AGREEMENT, is entered into on the 12 day of 2001, between:

CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation organized and existing under the laws of Florida, referred to as "City",

and

Michele Mathis, a single woman, referred to as "Homebuyer".

The City Commission, at its meeting of July 6, 1994, under Motion Number M-12, authorized a new purchase assistance program to provide up to \$15,000 in assistance for purchasers of new houses in the City.

The City Commission, at its meeting of July 16, 1996, under Motion Number M-32 approved the use of HOME funds for the Purchase Assistance Program.

The City and the Homebuyer desire to enter into an agreement wherein the City will provide purchase assistance to the Homebuyer to purchase certain real property ("Property"), subject to certain terms and conditions specified herein.

In consideration of the mutual promises, covenants and agreements hereinafter described, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- Application. The Homebuyer acknowledges and understands that the City, in providing this assistance, has materially relied upon the information, data and certifications provided by the Homebuyer in submitting the Purchase Assistance Application, as updated from time to time.
- Compliance with Local Guidelines. The Homebuyer acknowledges and understands
  that the Property assisted under the City of Fort Lauderdale's Purchase Assistance Program will be
  used solely in accordance with the City's policies and guidelines for the Purchase Assistance Program
  ("Program").

3. <u>Financing</u>. The Homebuyer will obtain financing from a Mortgage Lender ("Lender") for acquisition of the Property having the address of  $5xx^*SW$  20 Avenue, Fort Lauderdale, FL and legally described as:

Lot 5, Block E, RIVERSIDE NO. 2, according to the Plat thereof, as recorded in Plat Book 63, Page 12, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Failure by Homebuyer to obtain financing from a mortgage lender shall make this agreement null and void and thereby unenforceable by either party.

- 4. <u>Form of Assistance</u>. The assistance provided under the terms and conditions of this Agreement is Fifteen Thousand Dollars (\$15,000), and the City shall have a lien on the Property, secured by a second mortgage upon the Homebuyer's interest in said Property.
- (a) <u>Interest Rate</u>. The interest rate on the principal amount on the loan shall be zero percent (0%) per annum, except in the event of default.
- (b) Term of Repayment. Payments on the loan shall be deferred so long as the Property remains the principal residence of the Participant. For the purposes of this Agreement, principal residence is defined as residing in the Property at least nine (9) months of the year. If the Property is no longer the principal residence of the Participant, if the Property is sold, leased or transferred, the entire unpaid principal amount shall become due and payable. In the case of contract cancellation or any other event of default, the entire unpaid principal amount remaining on the loan shall become immediately due and payable, without notice or demand, and interest at the maximum rate permitted by law shall begin to accrue thereon after thirty (30) calendar days from the date of cancellation or default, as determined by the City.
- 5. Closing. The closing for the purchase assistance shall be conducted simultaneously with the closing on private financing being secured by the Homebuyer for the purpose of acquiring the housing unit. The closing shall be conducted at the office of the Lender's closing agent, or such other place as may be selected and designated by the City and the Lender. All costs and expenses of the closing that exceed the assistance provided by the City, including State Documentary Stamp Tax on Deeds and recording fees, shall be borne by the Homebuyer. The terms of this Agreement are contingent upon the Homebuyer obtaining such closing within one (1) year from the date of this Agreement or such additional time as the City may allow.
- 6. <u>Persons Bound</u>. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, assigns and successors in title.
- 7. Other Encumbrances. After the closing provided for herein, neither homeowner nor any heir or successor in interest to the Property shall engage in any financing or other transaction creating any mortgage or other encumbrance upon the Property or improvements thereon, other than to secure a refinancing of the first mortgage. City agrees to subordinate its second mortgage to a refinanced first mortgagee provided that the terms of such new first mortgage come within the City's guidelines for subordination, as determined in advance by the City Manager, who may execute such subordination agreement.

<sup>\*</sup>The complete address of the property will be determined upon completion and attached hereto.

- 8. Occupancy Provision. The Homebuyer agrees to occupy the Property as a principal residence, and agrees to maintain such residence and grounds in standard condition, as defined in 24 CFR 92.51 Property Standards, and in compliance with all applicable governmental regulations. The covenants of this paragraph shall survive the closing and shall not merge in the delivery of the deed.
- 9. <u>Inspection</u>. The Homebuyer shall permit reasonable inspections of the Property and housing unit at reasonable times by inspectors of the City or its agents, for the purpose of determining compliance with this Agreement, and to comply with such additional terms, conditions, and requirements as City may reasonably impose.
- 10. <u>Insurance</u>. The Homebuyer shall obtain and maintain in full force and effect all insurance coverages required by the Lender, and shall maintain such insurance so long as property is homebuyers principal residence.
- 11. <u>Default</u>. The Homebuyer acknowledges and understands that the provisions as specified below constitute events of default under this Agreement, and the covenants of this paragraph shall survive the closing and not merge in the delivery of the deed:
  - (a) Nonperformance by the Homebuyer of any other covenant, agreement, term or condition of this Agreement or of any other agreement heretofore, herewith or hereafter made by the Homebuyer with the City in connection with the Program, after the Homebuyer has been given due notice by the City of such nonperformance.
  - (b) Failure of the Homebuyer to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property or improvements thereon, or any part thereof.
  - (c) The City's discovery of the Homebuyer's failure in the Application to the City from the Homebuyer to disclose any fact deemed by the City to be a material fact on the basis of which the City entered into this Agreement, or in any of the agreements entered into by the City with the Homebuyer (including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Homebuyer), or the City's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Homebuyer.
    - (d) Any default as determined by the Lender.

In the event of default, interest may be charged at the maximum rate allowed by law.

12. In addition to any remedy under this Agreement, the City shall have such other remedies as are available at law or in equity. The exercise or attempted exercise by the City of any right or remedy available under this Agreement shall not preclude the City from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies. Homebuyer shall pay any reasonable expenses, including attorneys fees and costs incurred by the City in connection with the exercise of any right or remedy under this Agreement and the preparation and delivery of notice as required hereunder. The failure or omission of the City to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Agreement shall not bar or abridge any of its rights or remedies upon any

subsequent default. Before the City shall pursue any of its rights or remedies under this Agreement, the City shall first give Homebuyer written notice of the default complained of, which shall be given in such manner as provided for herein.

13. Notice. Notice shall be mailed to:

City of Fort Lauderdale:

Purchase Assistance Program Manager Community Development Department

City of Fort Lauderdale 100 North Andrews Ave. Fort Lauderdale, FL 33301

Homebuyer:

Michele Mathis 5xx\*SW 20 Avenue Fort Lauderdale, Florida

- 14. <u>Integration</u>. This Agreement represents the entire and integrated Agreement between the City and Participant. No prior or contemporaneous oral promises or representation shall be binding upon either party.
- 15. <u>Severability.</u> If any provision of this Agreement shall at any time be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

<sup>\*</sup>The complete address of the property will be determined upon completion and attached hereto.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE:

By

Mayor

Mayor

By

City Mahager

City Clerk

Approved as to form:

City Attorney

WITNESSES:	HOMEBUYER:
Marilys Diaz Witness - Print or Type Name	Michele Mathis
Witness - Print or Type Name	
STATE OF FLORIDA: COUNTY OF BROWARD:	
The foregoing instrument was acknown me and have produced a Driver License/State I oath.	owledged before me this \( \text{\cdots} \) day of \( \text{ATHIS} \). They are not personally known to \( \text{D} \) as identification and did not take an
(SEAL)	Sol -
OFFICIAL NOTARY SEAL DAVID HARVEY NOTARY PUBLIC STATE OF FLORIDA CORRESSION NO. DD004684	Notary Public, State of Florida (Signature of Notary taking Acknowledgment)
HY COMMISSION EXP. FEB. 26 2005	David Harvey Name of Notary Typed, Printed or Stamped

purchasst.partag.new.4/00

### PURCHASE ASSISTANCE PROGRAM PROMISSORY NOTE (DEFERRED PAYMENT)

AMOUNT:

\$50,000

DATE: 8-31-07

PROPERTY ADDRESS: 549 SW 20 Avenue, Fort Lauderdale, Florida

FOR VALUE RECEIVED, the undersigned, <u>Michelle D. Mathis</u>, a single woman, (referred to as "Maker") promises to pay to the order of the CITY OF FORT LAUDERDALE (referred to as the "CITY"), or its successors in interest, the principal amount of Fifty Thousand Dollars (\$50,000). Payment on the principal amount of this Note is deferred and without interest thereon. The term of this loan is fifteen (15) years.

Payment of the entire principal amount is due immediately: (1) upon the sale, transfer or lease of the property identified and legally described in the Mortgage used to secure this Note, from the undersigned Maker signing this Note (being the fee simple titleholder to the below referenced property), other than as a result of the transfer to income eligible heirs of the estate of the Maker; or (2) should the property be used for non-residential purposes; or (3) should the property not be maintained in standard condition; or (4) in the event of a default in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage; then the entire unpaid principal amount of this Note shall, become at once due and collectable without notice. time being of the essence, in accord with the Purchase Assistance Program Participation Agreement (referred to as "Agreement") and Mortgage executed simultaneously with this Note, which are incorporated verbatim and made a specific part of this Note by reference. The unpaid principal amount shall bear interest accruing thirty (30) calendar days after the time of such default until paid. Failure of the CITY to exercise its option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The deferred payment on the principal amount of this Note is to be made in lawful money of the United States paid at: CITY OF FORT LAUDERDALE, FINANCE DEPARTMENT, P. O. BOX 14250, FORT LAUDERDALE, FLORIDA 33302.

The undersigned Maker reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties, interest or premiums. During the deferred payment term, this Note will not accrue interest. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

MM

If suit is instituted by the CITY to recover on this Note, the undersigned Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels.

This Note is secured by a Mortgage on real estate, of even date herewith, for a purchase assistance loan, duly filed for record in Broward County, Florida.

The CITY agrees to look solely to the real estate located at 549 SW 20 Avenue, Fort Lauderdale, Florida, as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

The undersigned Maker hereby waives demand, protest and notice of demand and protest are hereby waived, and the undersigned Maker hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Whenever used herein the terms "CITY", and "Maker" shall be construed in the singular or plural as the context may require or admit as of its date.

IN WITNESS WHEREOF, this Note has been duly executed by the Maker, as of its date.

MAKER:

Michelle D. Mathis 549 SW 20 Avenue

Fort Lauderdale, Florida 33312

PAPPromNote-August2000



Site Address	549 SW 20 AVENUE, FORT LAUDERDALE FL 33312	ID#	5042 09 44 0030
Property Owner	MATHIS-PRESCOTT, MICHELE H/E	Millage	0312
	PRESCOTT, ROGER	Use	01-01
Mailing Address	549 SW 20 AVE FORT LAUDERDALE FL 33312		
Abbr Legal Description	FORT LAUDERDALE HOUSING AUTHORITY 174 55 B LOT 3		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

	reduct	ion for c	costs of	sale and	other adjus	tmer	ts req	uired by Sec	. 193.0°	11(8).		
* 2023 val	ues are con	sidered "	working v	val <mark>nesp</mark> er	nd Areseubia	dite v	7h Runge	•				
Year	Land		Build Improv			Just / Market Value		Assessed / SOH Value		Tax		
2023*	\$35,830		\$345,	780	\$38	1,61	0	\$113,4	80			
2022	\$35,830		\$112,	370	\$14	\$148,200		\$110,180		\$1,847.54		
2021	\$35,830		\$96,8	310	\$13	2,64	0	\$106,9	80	\$1,787.66		
		2023	* Exemp	tions an	d Taxable V	alues	by Ta	xing Authori	ty		National Control	
				County	Sch	ool	Board	Munic	ipal	Independe		den
Just Valu	е		\$3	881,610		\$38	1,610	\$381	610		\$381	,610
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7/8/199	6 WD*	\$2	00,000	2	5113 / 806						$\perp$	
							Ac	j. Bldg. S.F.	Card,	Sketch)	17	729
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#### CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned, <u>Michele D. Mathis</u>, a/k/a Michele Mathis-Prescott who under oath states as follows:

1. I have been and am still the owner and occupant of the following described property ("Property") which has been and remain my principal residence since entering into a <a href="Purchase Assistance Program">Purchase Assistance Program</a> with the City of Fort Lauderdale.

Legal Description: Lot 3, Fort Lauderdale Housing Authority, according to the map or plat thereof as recorded at Plat Book 174 Page 55, of the Public Records of Broward County, Florida.

Property Address: 549 S.W 20 Avenue, Fort Lauderdale, FL 33312

FURTHER AFFIANT SAYETH NAUGHT. Done this 24 of Aug. 2023.

M. F. A Mathie - Just of

- 2. I have not leased or sold the Property, nor have I transferred ownership of the Property, since entering into the (Purchase Assistance Program) with the City of Fort Lauderdale.
- 3. I understand that failure to live up to any of the requirements of the program as described in but not limited to, the <u>City of Fort Lauderdale Purchase Assistance Program</u>. I signed for the <u>Purchase Assistance Program</u> with the City of Fort Lauderdale, will be considered an event of default and as such will subject me to all remedies available by law and to the City of Fort Lauderdale.

<u>ACKNOWLEDGEMENT:</u> I acknowledge that the information I have deposed to and stated herein is true and accurate and that I am liable to the terms and agreements of the Program I participated in through the City of Fort Lauderdale and to penalties prescribed thereof.

WARNING: The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in penalties as provided for by Federal, State and/or Local laws, which may result in imprisonment.

Michle D. Mathis a/k/a Michele Mathis-Prescott
Address: 549 S.W 20 Avenue, Fort Lauderdale, FL 33312
STATE OF: FLORIDA COUNTY OF: BROWARD
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of Ly huse, 2023, by Michele D. Mathis a/ka Michele Mathis-Prescott  Signature of Notary Public, State of Florida  Name of Notary Typed, Printed or Stamped  DEBORAH M. WALKER  Commission # HH 058539  Expires January 8, 2025
Personally Known OR Produced Identification  Type of Identification Produced

Department of Health . Vital Statistics

STATE OF FLORIDA MARRIAGE RECORD

TYPE IN UPPER CASE
USE BLACK INK
This scients not valid unless seed of Case
Coroot or County Count appears thereon

Date Returned

FEB 2 2 2011

Recorded

Book 2011 Page 1548

Howard C Forman, Clerk of Court Deputy Clerk

ML-WE-2011-000379 APPLICATION NUMBER

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HOWARD C. FOLMAN CLERK OF COURTY & CHEVIT COURT



#### Westminster Academy

#### **PRESENTED**

#### CONSENT AGENDA PUBLIC COMMENT

#### CONSENT AGENDA

#### CONSENT MOTION

#### Approval of the Consent Agenda

#### Approve the Consent Agenda

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

# CM-1 17-1192 Motion to Approve Event Agreements and Related Road Closings: Trunk or Treat, Halloween Block Party, Light Up Downtown, Velo Sport Gran Fondo, 4th Annual Fort Lauderdale Jingle Bell Jog, and 5K 4kids

#### **APPROVED**

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

#### CM-2 17-1054 Motion Authorizing the Release of Housing Property Liens

Motion 1: APPROVED AS AMENDED - If eligible during the window at any point

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

#### Motion 2: APPROVED as is

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

# CM-3 17-1263 Motion to Approve an Assignment and Assumption of Lease Agreement between 2601 ML Fund, LLC and 2611 East Oakland Park, LLC for Air Rights - 2611 E Oakland Park Boulevard APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

CM-4 17-0871 Motion to Approve Amendment to Interlocal Agreement with the



#17-1054

TO:

Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM:

Lee R. Feldman, ICMA-CM, City Manager

DATE:

October 17, 2017

TITLE:

Motion Authorizing the Release of Housing Property Liens

#### Recommendation

It is recommended that the City Commission approve allowing the satisfaction or settlement of all "forever loans" secured by mortgages in favor of the City of Fort Lauderdale provided the neighbor has resided on the subject property a minimum of fifteen (15) years and can provide satisfactory evidence of residency.

#### **Background**

The Housing and Community Development Division administers the Housing Rehabilitation and Purchase Assistance Program for repair of owner-occupied homes and first time homebuyers. Funds are awarded as a deferred loan secured by a soft second mortgage and note for a specific affordability period. The affordability period is the time which the property must be kept affordable to households of a designated income and the neighbor is required to maintain the property as their primary residency. Some projects prior to 2013 did not specify a term thereby leaving the lien on the properties for an indefinite period including those that state that it is a non-forgivable deferred payment loan for as long as the property owners hold title. Many of the projects have liens that are 20 years old or more which are not enforceable but nonetheless prohibit the neighbors from selling, transferring or mortgaging their properties. Many others that have not reached 20 years yet are affixed to properties that are either worth less than the mortgage lien or have so little equity in them that it prevents the neighbor from selling the property.

City staff recommends that all requests for satisfaction or settlement of liens by the neighbor or legal representative on behalf of that neighbor for properties with liens of fifteen years old or older be granted by the City Manager without further authority from the City Commission if the neighbor has resided on the property for fifteen years with supportive documents. This requirement would be consistent with the current policy where the property is secured by a mortgage or note and must be occupied as the primary residency for fifteen years. The neighbor will be required to pay any applicable administrative fee to the City for recording of the mortgage satisfaction in a money order or cashier check.

#### Resource Impact

There is no fiscal impact.

#### **Strategic Connections**

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative included within the Neighborhood Enhancement Cylinder of Excellence, specifically advancing:

- Goal 5: Be a community of strong, beautiful, and healthy neighborhoods.
- Option 2: Ensure a range of housing options for current and future neighbors.

This item advances the Fast Forward Fort Lauderdale Vision Plan 2035: We Are Community.

#### **Attachments**

Exhibit 1 - Letter for 623 NW 13<sup>th</sup> Terrace, Fort Lauderdale, Florida 33311 Exhibit 2 - Letter for 833 NW 2<sup>nd</sup> Street, Fort Lauderdale, Florida 33311

Prepared by: Avis A. Wilkinson, Housing Programs Administrator

Department Director: Mario DeSantis, Acting Housing and Community Development

Manager

TODAY'S DATE:
DOCUMENT TITLE: Satisfaction of Mortgage – Michele D. Mathis – 549 SW 20 <sup>TH</sup> Ave,
Fort Lauderdale, FL 33312
COMM. MTG. DATE: <u>10/17/17</u> CAM #: <u>17-1054</u> ITEM #: <u>CR-2</u> CAM attached: YES NO
Routing Origin: COA Router Name/Ext: Sonia S x5598 Action Summary attached: YES NO
CIP FUNDED: YES XNO  Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.
2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1
Is attached Granicus document Final? YES NO Approved as to Form: YES NO
Date to CCO: 100523 Attorney's Name: Patricia SaintVil Joseph Initials:
3) City Clerk's Office: # of originals: Routed to: Ext: Date:
4) City Manager's Office: CMO LOG #: Document received from:
Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director
☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN
PER ACM: A. FAJARDO (Initial) S. GRANT(Initial)
PENDING APPROVAL (See comments below)
Comments/Questions:
Forwardoriginals to Mayor CCO Date: 10 10 23
5) Mayor/CRA Chairman: Please sign as indicated.
Forwardoriginals to CCO for attestation/City seal (as applicable)   Date:
INSTRUCTIONS TO CITY CLERK'S OFFICE
City Clerk: Retains original and forwards originals to: Angela Walsh/x4523/ HCD
** Please email a copy of the executed document to ssierra@fortlauderdale.gov
Attach certified Reso # YES NO Original Route form to CAO